

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

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JASON P BRAND

Plaintiff,

-against-

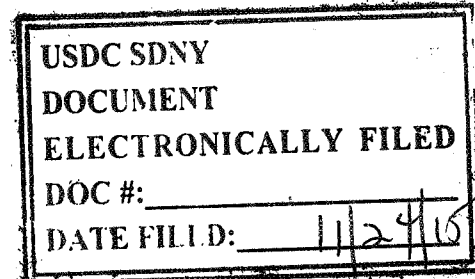
**NOTICE OF MOTION**  
-CV- (

NARCO FREEDOM INC  
CIGNA LIFE INSURANCE CO

1:15-cv-09028

Defendant.  
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SIRS:



PLEASE TAKE NOTICE that upon the attached affidavit or affirmation of Jason P Brand affirmed (11/11/2015), 2015, The action commenced as stated above 1:15-cv-09028 should be listed as a cross-claim under the current case under the docket 14-cv-8593 (JDK) USA v. Narco Freedom, Inc. A current action is pending in EDNY (Central Islip, NY) that has been stayed, yet such as stay hereby creates prejudice under the USDOL ERISA statute. The Claim I have made before has multiple causes of actions, yet this docket should be corrected to reflect the claim I have made under the EDNY in September, 2015 which prevents the statute of limitations from expiring, under ERISA, specifically the Narco Freedom Cigna LTD Plan. I have previously send my claim to this court via email to Hon. Koeltl's through his staff. (Donnie Fletcher) in this proceeding as an interested party that is due Health Benefits under an ERISA plan among other claims under FMLA, FLSA, ADA, and NYS and USDOL Labor laws as to accrued, owed, and documented time due, that is a statutory requirement, and a fidutary duty of the corporation.

**Such duty is not prejudiced based upon the change in control of a corporation, nor is the time accrued, promised, and or owed negotiable after such accrual.**

**Regardless if such funds are considered “an attachable asset” under the NYSAG Civil Forfeiture Action. Such funds were accrued over a 17 year + employment with the company which is far and beyond the statute of limitations for any “alleged crimes” that may have happened. Such funds are accrued per year (as any retirement deferred compensation plan) and documented by corresponding Federal 990’s and filed with the IRS as valid liabilities. Such valid liabilities are on many 501c3 organizations as valid and accrued and reserved funds per IRS regulations and a valid undisputable debt.**

**Narco Freedom in all the years I have been employed by the organization, every employee of the organization was entitled to their time as documented when they separated from their employment without incidence. If time is owed and due to any employee per the documented and audited financial forms, the company is responsible to make such employee whole, regardless of the situation, even if such person was “accused of wrongdoing” by the company otherwise this court would be jeopardizing the rights of a “presumed innocent employee” and subject such employee to waive his due-process rights. The continuous liquation of the companies’ assets without providing a proper reserve fund as per the financial reports filed with the IRS and associated government agencies in which such filings were made is an act of bad faith, especially when such claims have been made prior to any liquidation of assets, reorganization plan, and now the questionable bankruptcy being contemplated by the receiver. As an interested party who is due a Federally Protected ERISA Benefit since last year, in which**

was approved by the managing staff, board member's, and company's counsel at the time of the Medical Leave is gross negligence and a violation of US DOL law under EBSA. Not only has the previous Administration and the current receiver failed to keep all my protected medical insurance in effect during the leave of absence due to medical reasons, such lapse was acknowledged by the then current CEO, CFO, and I was contacted by the Health Insurance broker assigned to the company's Health Plan. (Mass Mutual) "He stated that Mr. Bethea's intention was to correct the lapse and make sure it was rectified so there would be no lapse in any health benefit.

Well, the only reason there was no lapse was because I was forced to make two payments personally to the plan to protect my family medical benefits under Oxford Health Plans. Yet, my dental, Vision, Excess medical, Life insurance., and LTD benefits have been withheld. I was promised to be paid my accrued time while I was on medical leave. This was not an unusual request either, many staff that had gone on FMLA or Medical; Leave and was entitled to utilize their accrued time as paid leave. This was promised, yet never done. Dispute my constant communication through email., fax, and USPS mail with follow-up letters from my medical providers, as to being unable to return to work and I was granted a subsequent FMLA leave the beginning of 2015, as I had enough paid time available that was accrued, per the Payroll departments records. Such records as I was later informed was tampered with by the Ex-CFO in retaliation (I'm assuming,) bringing my time from approx. 178k to 8k.

This was looked into by the CEO, Board and the Narco Freedom General Counsel, in which they determined that such records had been tampered with in which they were working to resolve the issue. I have emails and documentation in which I have supported all of these facts many times to counsel and to this court. Yet, it seems that my Pro Se'

**position prevents me from being heard by anyone who cares about my rights.**

**Unfortunately, I have been subject to harsh discrimination by this employer when I went on leave, but that doesn't prevent me from speaking up against the injustice and responsibilities due and afforded to me.**

**I have documented everything I have been claiming.**

**The 990's all are filed documents that show whatever liabilities are outstanding.**

**Narco Freedom's Cigna LTD Plan is a ERISA Plan, therefore 5500's are filed which are of public information in which shows there has been a valid Cigna LTD Plan in existence, I have filed the claim paperwork correctly, and I have appealed the administrative decision, all doing this while never receiving the plan documents as per law. The law states that under a ERISA plan I may request the plan paperwork at any time and the plan administrator(s) must furnish such documents to me within 10-days, or subject to a \$300 per day fine per day thereafter. I never received such to date from the plan administrator, I had to contact the plan direct as a employee of Narco Freedom and find the broker inside Cigna to get the documents, and this was after the appeal was put on hold waiting for the Company "Narco Freedom" to p[rovide a valid job description in which they inquired over 16x for since the date of claim in October 2014.**

**According to a NYS Department of Financial Services Complaint I put in: The plan won't trigger due to a simple letter from the Narco Freedom administration as to what my job description was. I personally provided a detailed page on all things I was responsible for**

and the various duties I have taken on during my tenure. However this was not sufficient as they wanted the information from the same staff they have dealt with for other claims , “Their contact people” at the payroll and benefits department of Narco Freedom Inc. (I have emails that show that they received the paperwork from Cigna requesting the information, yet were asking Richard Gross, CFO and the CEO Gerald Bethea to intervene initially, as they were not sure how to respond. But no one ever responded. I put a NYS Dept. of Human Rights Complaint in, a NYS Dept. of Labor Complaint in, a USDOL Complaint in, a EEOC complaint in, all of which was reported to Narco Freedom’s Insurance Company (Philadelphia Insurance), but all these agencies were told later by the receiver appointed by Narco Freedom that “The company was in Bankruptcy”? Well that is and was a lie, and I explained that, but they issued a right to sue letter, and that’s when the case was brought in the Eastern District.

Every single administrator of that organization at the time of the filing could have very easily told the plan a job description that fit me. Every single administrator saw me in that office at least 1-4x a week or more taking care of various duties and dealing with various issues as they arrived. Everyone had my telephone number, and everyone had access to me as needed. I wasn’t on the clock, “per say”. I was available for that business 24/7, and there are dozens of examples over the years. I wasn’t an executive, I didn’t have a fancy title, but I was there to help where I could. While making sure processes were intact, and documented.

I among others did a very good job keeping that place moving forward and continue to make the business work while keeping staff and the clients happy and motivated,

therefore we were successful in many ways. (When I say successful, I mean in our capacity of our mission, our staff, and our patients getting better)

Again, I ask this court to allow my Statute barred claim under ERISA to continue without a stay. What the court doesn't understand that placing a "stay" on the whole action does prejudice my rights, as no other defendant has been given the opportunity to respond. A stay on Narco Freedom, and the dismissal of the liability against the receiver should not prejudice my rights against the Insurance Company Cigna who insurer's Narco Freedom's LTD Plan. The benefits however may need to be paid out of Narco Freedom, if such plan is self-funded? I am not exactly sure how this plan works, but I do believe I am prejudiced if the reserve fund is not replenished with the reserves the plan requires as per the plan documents. Your honor has stated in the very beginning when the Preliminary injunction and Temporary Restraining order was placed, He would not prevent any cases in which a statute would be prejudiced. Well my statute of limitations to bring claims have now expired under the law, yet the claim was made within the statute, yet stayed. The question I would bring up is if my rights have been prejudiced to the third parties that may have a fiduciary duty under this plan in which were listed as co-defendants? I am assuming the answer is no, because the government awarded the stay, yet at this time given the economic conditions of the company and now the extension of the injunction and restraining order, I do not think my rights will be properly protected if the stay were to stay in effect. My claim is over a year old, and took priority over the claims for unpaid wages by the "anonymous group of employees of Narco Freedom" for their 8 weeks of accrued time. Many of which have recently been laid off, and have not been sabotaged quite like I have. I took



leave last October, 2014. Yet haven't been paid any of my time accrued per my FMLA, Dental, Vision, Excess Medical, Life Insurance, or anything other benefit except for my Oxford Medical Benefits when the receiver was appointed and realized there was a mistake, yet she only went as far as paying one of many benefits that have been unlawfully and unjustly terminated, despite the acknowledgement of such and the acknowledgement of the Medical Leave. I was officially Terminated by the Receivers Employment counsel July 15<sup>th</sup>, 2015. Approx. 9 months after my FMLA leave with no pay, no entitlement to SSDI (same issue with Narco Freedom providing a job description – waiting on a 22 month appeal process), no unemployment because I couldn't work due to medical reasons, and was supposed to be paid my accrued time, no workers comp. (the receiver responded that my condition was pre-existing) (I never met her prior, and how she thinks she knows my medical information is disturbing in itself, yet must be here say and inappropriate, let alone a violation of privacy laws HIPAA)., and no LTD benefits per Narco's ERISA Plan. How the receiver and court expected me to support a family? Let alone, the law has been violated, she acknowledged the obligation of paying the medical benefits after two months it wasn't paid, how do you acknowledge such and yet provide something yet not all, especially after filing all these complaints with regulating agencies, and my communication to the receiver and her counsel through my counsel?

The lack of action with an employment attorney firm on retainer that if being paid a lot of money, a lot more money than is actually due. A law firm as her general counsel that bills more money to a company for I have no idea what they do, except

cause conflicts throughout this entire receivership. "Stabilization plan". It has been more of a "Liquidation plan", given the company has been operating and keeping reserves pretty much consistent over the last 40+ years while operating and generating revenue, yet the expenses while not operating seem to be made up the massive attorney bills and bills still being paid by Narco Freedom, yet the operations are assumed elsewhere. Narco Freedom has essentially become a free for all for the receivership. This is not the purpose of a transition plan, money should not be wasted, it should be used to fulfill its obligations, especially those protected under the law.

I hope and pray this court acts on what right and just under the law.

Dated: Manhattan, NY



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Signature

Jason Branch

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Print Name of Plaintiff, Pro Se

18 Factors Due

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McMille, NY 11747

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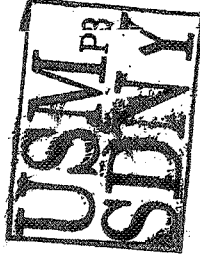


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